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157269
Dead Creek
STATE OF ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY
AMENDMENT NUMBER 4 TO
PROFESSIONAL SERVICES AGREEMENT
Jeff L.

In consideration of the execution of the Professional Services Agreement Number LCU-32, executed September 9, 1985, Amendment 1 executed January 2, 1986, Amendment 2 executed March 1, 1986 and Amendment 3 executed August 31, 1986, between the State of Illinois Environmental Protection Agency and Ecology and Environment, Inc., whose address is 195 Sugg Road, Post Office Box D, Buffalo, New York 14225, the parties hereto further agree as follows:

1. D. Work to be performed -

Paragraph D(1) and Paragraph D(2) are hereby eliminated and struck in their entirety and the following are inserted in their place:

"1. The Contractor shall furnish the necessary personnel, materials, services, facilities and otherwise do all things necessary for or incident to the performance of the work at the Dead Creek Project, Sauget and Cahokia, Illinois (LPC #1600200005) (hereinafter designated as "Site") as set forth in:

- a. The Contractor's Proposal dated May 20, 1985;
- b. The Agency's Request for Proposal dated April 3, 1985;
- c. The Contractor's Revised Rate Schedule dated November 26, 1985;
- d. The Contractor's Letter dated February 18, 1986; and
- e. The Agency's letter authorizing a re-evaluation of the present Statement of Work, dated July 11, 1986;
- f. The Contractor's Proposal to Implement a Revised Scope of Work, dated August 4, 1986 as amended by the Contractor's revised cost estimate letter, dated August 26, 1986;
- g. The Contractor's letter, dated September 15, 1986;
- h. The Agency's letter, dated September 16, 1986;
- i. The Contractor's letter of cost comparisons, dated August 20, 1986;
- j. The Contractor's letter, dated November 25, 1986; and
- k. This contract.

2. The documents cited in Paragraph D(1)(a) through D(1)(j) are incorporated by reference into this contract and made a part hereof. If there is a conflict between the terms and provisions of this contract and the documents cited in Paragraph D(1)(a) through D(1)(j), the terms and provisions of this contract shall control."
3. It is hereby agreed between the Agency and the Contractor that work shall terminate on the original Remedial Investigation scope of work as set forth in Paragraph D(1)(a) of this contract as of August 23, 1986. It is further agreed between the Agency and the Contractor that all invoices received from the Contractor for work performed under this contract on or before August 23, 1986 shall be for work performed pursuant to the original Remedial Investigation scope of work as set forth in Paragraph D(1)(a) of this contract, except for \$32,276.00 billed for expendable supplies under the original Remedial Investigation scope of work which will actually be expended under the HRS Mechanism approach scope of work as set forth in Paragraph D(1)(f) of this contract. It is further agreed between the Agency and the Contractor that all work performed under this contract subsequent to August 23, 1986 shall be done pursuant to and in accordance with the HRS Mechanism approach portion of the revised scope of work as set forth in Paragraph D(1)(f) and the Feasibility Study scope of work as set forth in Paragraph D(1)(a) which were incorporated into this contract and made a part hereof by Paragraph D(2).

2. E. Costs -

Paragraph E(1) is hereby eliminated and struck in its entirety and the following is inserted in its place:

"1. This is a cost plus fixed fee contract with a ceiling price for all work performed under this contract of \$1,319,924.00."

3. Paragraph E(2)(a) and Paragraph E(2)(b) are hereby eliminated and struck in their entirety and the following are inserted in their places:
 2. a. The contractor shall perform all work under this contract at the rates and in accordance with the Schedule of Task Completion specified in the Contractor's proposal dated May 20, 1985, as amended by those documents listed in Paragraph D(1)(c) through D(1)(j) which were incorporated into this contract by Paragraph D(2).
 - b. The Contractor shall be reimbursed at the rates specified in the Contractor's Proposal dated May 20, 1985 as amended by those documents listed in Paragraph D(1)(b) through D(1)(j) which were incorporated into this contract by Paragraph D(2).

4. Paragraph E(3)(a) and Paragraph E(3)(b) are hereby eliminated and struck in their entirety and the following are inserted in their places:
3. a. The cost limit for the performance of all work under this contract is \$1,233,970.00; this amount is subject to change by formal contract amendment only.
- b. The fixed fee limit for the performance of all work under this contract is \$85,954.00; this amount is subject to change only by a material change in the scope of work and by formal contract amendment.
5. Paragraph F. Contract Period -
- The words "...through June 30, 1987" are hereby eliminated and struck in their entirety and the words "...through February 15, 1988" are inserted in their place.
6. All other agreements shall remain in force.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this _____ day of _____, 19 ____, and agreed that it shall become a part of the Professional Services Agreement Number LCU-32, as evidenced by the signatures of their duly authorized representatives as affixed below.

INTRA-AGENCY CONCURRENCE:

Division Manager

2 Carlene Welton by W L Stinson
Fiscal Officer

Ecology and Environment, Inc.

Illinois Environmental Protection Agency

BY _____

BY _____
Richard J. Carlson, Director

SF:rd/sp1289g/6-8

North Creek

STATE OF ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY
AMENDMENT NUMBER 3 TO
PROFESSIONAL SERVICES AGREEMENT

In consideration of the execution of the Professional Services Agreement Number LCU-32, executed September 9, 1985, Amendment 1 executed January 2, 1986, and Amendment 2 executed March 1, 1986, between the State of Illinois Environmental Protection Agency and Ecology and Environment, Inc., whose address is 195 Sully Road, P.O. Box D, Buffalo, New York 14225, the parties hereto further agree as follows:

1. In the Section entitled F. CONTRACT PERIOD, "... through August 31, 1986." is changed to "... through June 30, 1987."
2. All other agreements shall remain in force.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this 31st day of August, 1986, and agreed that it shall become a part of the Professional Services Agreement Number LCU-32, as evidenced by the signatures of their duly authorized representatives as affixed below.

INTRA-AGENCY CONCURRENCE:

Wm E Child
Division Manager ACTING

J. C. Veltman
Fiscal Officer

Ecology and Environment, Inc.

Illinois Environmental Protection Agency

BY *Ronald L. Frank*
Vice President

BY *Richard J. Carlson*
Richard J. Carlson, Director

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